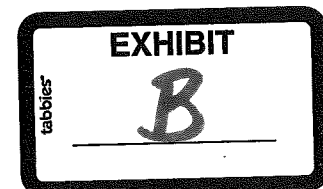


[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New Civil Search](#) [Refine Search](#) [Back](#)Location : Fort Bend [Images](#) [Help](#)**REGISTER OF ACTIONS****CASE NO. 16-DCV-229825****Alicia Fortes vs Allstate Vehicle and Property Insurance Company and  
Mollie Zamora**§  
§  
§  
§  
§Case Type: **Contract - Other Contract**Date Filed: **02/08/2016**Location: **240th District Court****PARTY INFORMATION****Defendant or Respondent** **Allstate Vehicle and Property Insurance Company**  
Dallas, TX 75201-3136**Attorneys****Roger D. Higgins**  
*Retained*  
214-871-8256(W)**Defendant or Respondent** **Zamora, Mollie**  
Dallas, TX 75267**Roger D. Higgins**  
*Retained*  
214-871-8256(W)**Plaintiff or Petitioner** **Fortes, Alicia**  
Houston, TX 77007**Matthew J. Worrall**  
*Retained*  
713-963-8881(W)**EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

02/08/2016	<u><b>Docket Sheet</b></u> <i>Docket Sheet</i>		
02/08/2016	<u><b>Petition</b></u> <b>Doc ID# 1</b> <i>Plaintiff's Original Petition</i>		
02/08/2016	<u><b>Case Information Sheet</b></u> <i>Civil Case Information Sheet</i>		
02/08/2016	<u><b>Request</b></u> <b>Doc ID# 2</b> <i>Request for Process</i>		
02/17/2016	<u><b>Issuance</b></u> <b>Doc ID# 3</b> <i>Citation Issue to Allstate Vehicle and Property Insurance Company</i>		
02/17/2016	<b>Citation by Certified Mail</b> CMRRR# 9414 7266 9904 2957 5309 32 Allstate Vehicle and Property Insurance Company	Served Returned	02/23/2016 02/29/2016
02/17/2016	<u><b>Issuance</b></u> <b>Doc ID# 4</b> <i>Citation Issue to Mollie Zamora</i>		
02/17/2016	<b>Citation by Certified Mail</b> CMRRR# 9414 7266 9904 2957 5309 49 Zamora, Mollie	Served Returned	02/24/2016 02/29/2016
03/18/2016	<u><b>Answer/Contest/Response/Waiver</b></u> <b>Doc ID# 5</b> <i>Defendant Allstate Vehicle and Property Insurance and Mollie Zamora's Original Answer</i>		

**FINANCIAL INFORMATION**

	<b>Defendant or Respondent</b> Allstate Vehicle and Property Insurance Company		
	Total Financial Assessment		2.00
	Total Payments and Credits		2.00
	<b>Balance Due as of 03/21/2016</b>		<b>0.00</b>
03/21/2016	Transaction Assessment		2.00
03/21/2016	E-filing Receipt # 2016-16054-DCLK	Allstate Vehicle and Property Insurance Company	(2.00)
	<b>Plaintiff or Petitioner</b> Fortes, Alicia		
	Total Financial Assessment		575.00
	Total Payments and Credits		575.00
	<b>Balance Due as of 03/21/2016</b>		<b>0.00</b>
02/08/2016	Transaction Assessment		575.00
02/08/2016	E-filing Receipt # 2016-07275-DCLK	Fortes, Alicia	(575.00)



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CAUSE NO. 16-DCV-229825

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Filed  
2/8/2016 2:51:18 PM  
Annie Rebecca Elliott  
District Clerk  
Fort Bend County, Texas  
Debra Elizondo

Cause No. 16-DCV-229825

ALICIA FORTES

*Plaintiff,*

v.

ALLSTATE VEHICLE AND PROPERTY  
INSURANCE COMPANY AND MOLLIE  
ZAMORA

*Defendant*

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IN THE DISTRICT COURT

FORT BEND COUNTY, TEXAS

Fort Bend County - 240th Judicial District Court  
\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Alicia Fortes, Plaintiff (hereinafter referred to as "Plaintiff"), and file this Original Petition against Defendants, Allstate Vehicle and Property Insurance Company ("Allstate") and Mollie Zamora ("Zamora") (to whom will be collectively referred to as "Defendants"), and respectfully would show this court as follows:

**PARTIES**

1. Plaintiff, Alicia Fortes, is an individual residing in and/or owning property in Fort Bend County, Texas.
2. Defendant, Allstate, is an insurance company that engaged in the business of insurance in the State of Texas at all times material to this action. This defendant may be served by serving its Registered Agent for service of process: C T Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136, via certified mail, return receipt requested.

3. Defendant, Mollie Zamora, is an individual residing in and domiciled in the State of Texas. This defendant may be served via certified mail, return receipt requested at PO Box 672041, Dallas, Texas 75267.

#### **DISCOVERY LEVEL**

4. Plaintiff intends for discovery to be conducted under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

#### **JURISDICTION**

5. The Court has jurisdiction over this controversy because the damages are within the jurisdictional limits of this court. Plaintiff is seeking monetary relief over \$200,000 but not more than \$1,000,000. Plaintiff reserves the right to amend this petition during and/or after the discovery process.

6. The Court has jurisdiction over Defendant, Allstate, because this defendant engaged in the business of insurance in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

7. The Court has jurisdiction over Defendant, Zamora, because this defendant engages in the business of adjusting insurance claims in the State of Texas, and Plaintiff's causes of action arise out of defendant's business activities in the State of Texas.

#### **VENUE**

8. Venue is proper in Fort Bend County, Texas, because the insured property is situated in Fort Bend County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

#### **FACTS**

9. Plaintiff is the owner of a property insurance policy ("the Policy") issued by Allstate.

10. Plaintiff owns the insured property located at 3807 Cedar Valley, in Fort Bend County (hereinafter referred to as "the Property"). Allstate sold the Policy insuring the Property to Plaintiff.

11. On or about October 2, 2014, a hail storm and/or windstorm struck Fort Bend County, Texas, causing severe damage to homes and businesses throughout the region ("the Storm") including the Property. The Storm damaged the Property including extensive damage to Plaintiff's roof.

12. Plaintiff subsequently submitted a claim to Allstate for the damage the Property sustained as a result of the Storm. Plaintiff requested that Allstate cover the cost of repairs, including but not limited to, replacement of the roof pursuant to the property.

13. Defendant Allstate assigned Zamora as the individual adjuster ("the adjuster") on the claim. The adjuster was improperly trained and failed to perform a thorough investigation of the claim spending an inadequate amount of time inspecting Plaintiff's property. The adjuster conducted a substandard inspection of Plaintiff's Property evidenced by the adjuster's report, which failed to include all of Plaintiff's storm damages noted upon inspection. The damages the adjuster included in the report were grossly undervalued and did not allow for adequate funds to cover the cost of repairs to all the damages sustained.

14. Allstate and its personnel failed to thoroughly review and properly supervise the work of their assigned adjusters which ultimately led to the approving an improper adjustment and an inadequately unfair settlement of Plaintiff's claim. As a result of Defendants' wrongful acts and omissions set forth above and further described herein, Plaintiff was wrongfully denied on the claim and has suffered damages.

15. Together, Defendants set about to deny and/or underpay on properly covered damages. Defendants failed to provide full coverage for the damages sustained by Plaintiff and under-scoped Plaintiff's damages, thereby denying adequate and sufficient payment on Plaintiff's claim. As a result of Defendants' unreasonable investigation, Plaintiff's claim was improperly adjusted, and Plaintiff was wrongfully denied on the claim and has suffered damages. The mishandling of Plaintiff's claim has also caused a delay in Plaintiff's ability to fully repair the Property, which has resulted in additional damages. To this date, Plaintiff has yet to receive the full payment that he is entitled to under the Policy.

16. As detailed in the paragraphs below, Allstate wrongfully denied Plaintiff's claim for repairs of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff.

17. To date, Allstate continues to delay in the payment for the damages to the Property. As such, Plaintiff has not been paid in full for the damages to the Property.

18. Defendant Allstate failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Allstate's conduct constitutes a breach of the insurance contract between Allstate and Plaintiff.

19. Defendants misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX.



INS. CODE § 541.060(a)(1).

20. Defendants failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.0060(a)(2)(A).

21. Defendants failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendants failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendants did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. Defendants' conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(3).

22. Defendants failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendants. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(4).

23. Defendants refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendants failed to conduct a reasonable investigation. Specifically, Defendants performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiff's claim on the Property. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a)(7).

24. Defendant Allstate failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim, within the statutorily mandated time of receiving notice of Plaintiff's claim. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.055.

25. Defendant Allstate failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.056.

26. Defendant Allstate failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed and, to date, Plaintiff has not received full payment for the claim. Allstate's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE § 542.058.

27. From and after the time Plaintiff's claim was presented to Defendant Allstate, the liability of Allstate to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, Allstate has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. Allstate's conduct constitutes a breach of the common law duty of good faith and fair dealing.

28. Defendants knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.

29. As a result of Defendants' wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who are representing them with respect to these

causes of action.

30. Plaintiff's experience is not an isolated case. The acts and omissions Allstate committed in this case, or similar acts and omissions, occur with such frequency that they constitute a general business practice of Allstate with regard to handling these types of claims. Allstate's entire process is unfairly designed to reach favorable outcomes for the company at the expense of the policyholders.

#### **CAUSES OF ACTION**

31. Each of the foregoing paragraphs is incorporated by reference in the following:

##### **I. Causes of Action Against Zamora**

32. Allstate assigned Zamora to adjust this claim. Zamora was improperly trained and performed an outcome oriented and unreasonable investigation of Plaintiff's damages. Zamora did not properly assess all damages caused by the Storm and omitted covered damages from the report including the full extent of damage to the roof. Zamora refused to fully compensate Plaintiff for the full amount Plaintiff is entitled under the Policy. The outcome oriented investigation of Plaintiff's claim resulted in a biased evaluation of Plaintiff's damages to the Property and the estimated damages were severely underestimated.

##### **A. Noncompliance with Texas Insurance Code: Unfair Settlement Practices**

33. Defendant Zamora's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article are made actionable by TEX. INS. CODE § 541.151.

34. Defendant Zamora is individually liable for his unfair and deceptive acts, irrespective of the fact Zamora was acting on behalf of Allstate, because Zamora is a "person" as defined by TEX.

INS. CODE § 541.002(2). The term “person” is defined as “any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and health insurance counselor.” TEX. INS. CODE § 541.002(2) (emphasis added). (See also *Liberty Mutual Insurance Co. v. Garrison Contractors, Inc.*, 966 S.W. 2d 482, 484 (Tex. 1998) (holding an insurance company employee to be a “person” for the purpose of bringing a cause of action against him or her under the Texas Insurance Code and subjecting him or her to individual liability)).

35. Defendants’ misrepresentations by means of deceptive conduct include, but are not limited to: (1) failing to conduct a reasonable inspection and investigation of Plaintiff’s damages; (2) stating that Plaintiff’s damages were less severe than they in fact were; (3) using their own statements about the non-severity of the damages as a basis for denying properly covered damages and/or underpaying damages; and (4) failing to provide an adequate explanation for the inadequate compensation Plaintiff received. Defendant Zamora’s unfair settlement practices, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060 (a)(1).

36. Defendant Zamora’s unfair settlement practices, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though liability under the Policy is reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

37. Defendant Zamora failed to explain to Plaintiff the reasons for the offer or offers of an inadequate settlement. Specifically, Defendant Zamora failed to offer Plaintiff adequate compensation without any explanation as to why full payment was not being made. Furthermore, Defendant Zamora did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor was there any explanation for the failure as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for the offer of a compromise settlement of Plaintiff's claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

38. Defendant Zamora's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

39. Defendant Zamora did not properly inspect the Property and failed to account for and/or undervalued Plaintiff's roof damage, although reported by Plaintiff to Allstate. Defendant Zamora's unfair settlement practices, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition, and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

## **II. Causes of Action Against Allstate**

40. Allstate intentionally breached its contract with Plaintiff, intentionally violated the Texas Insurance Code and intentionally breached the common law duty of good faith and fair dealing.

**A. Breach of Contract**

41. Allstate breached the contract of insurance it had with Plaintiff. Allstate breached the contract by its failure/and or refusal to adequately pay the claim as it is obligated to do under the terms of the Policy in question and under the laws in the State of Texas.

**B. Noncompliance with Texas Insurance Code: Unfair Settlement Practices**

42. Defendant Allstate's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE § 541.060(a). All violations under this article were made actionable by TEX. INS. CODE § 541.151.

43. Defendant Allstate's unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 5410.060(a)(1).

44. Defendant Allstate's unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though Allstate's liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(2)(A).

45. Defendant Allstate's unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(3).

46. Defendant Allstate's unfair settlement practices, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of compensation and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(4).

47. Defendant Allstate's unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE § 541.060(a)(7).

**C. Noncompliance with Texas Insurance Code: Prompt Payment of Claims Statute**

48. Plaintiff is entitled to 18% interest and attorney fees under TEX. INS. CODE §542.060 for violating the Texas Insurance Code, Prompt Payment of claims TEX. INS. CODE §542.051 *et. seq.*

49. Allstate failed to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints under TEX. INS. CODE §542.055.

50. Allstate failed to notify Plaintiff in writing of its acceptance or rejection of the claim within applicable time constraints under TEX. INS. CODE §542.056.

51. Allstate delayed the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for under TEX. INS. CODE §542.058.

**D. Breach of the Duty of Good Faith and Fair Dealing**

52. Allstate breached the duty of good faith and fair dealing by failing to adequately and reasonably investigate and evaluate Plaintiff's claim while it knew or should have known, by the

exercise of reasonable diligence, that its liability was reasonably clear.

**E. Knowledge**

53. Each of the acts described above, together and singularly, was done “knowingly” as that term is used in the Texas Insurance Code.

**DAMAGES**

54. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.

55. The damages caused by the hail storm and/or windstorm have not been properly addressed or repaired in the months since the storm, causing further damages to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of Defendants’ mishandling of Plaintiff’s claim in violation of the laws set forth above.

56. For breach of contract, Plaintiff is entitled to regain the benefit of their bargain, which is the amount of her claim, together with attorney’s fees.

57. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, court costs, and attorney’s fees. For knowing conduct of the acts described above, Plaintiff ask for three times their actual damages. TEX. INS. CODE § 541.152.

58. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of the claim, as well as 18% (eighteen percent) interest per annum on the amount of such claim as damages, together with attorney’s fees. TEX. INS. CODE § 542.060.

59. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer’s breach of duty,



such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional stress.

60. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas

#### **JURY DEMAND**

61. Plaintiff hereby demands a trial by jury and tender the appropriate fee.

#### **DISCOVERY REQUESTS**

62. Pursuant to Texas Rules of Civil Procedure 194, Plaintiff requests that each Defendant disclose, within 30 days of service of this request, the information or materials described in Texas Rule of Civil Procedure 194.2(a)-(l).

63. Defendants are requested to respond to the attached interrogatories and requests for production within fifty (50) days.

#### **PRAYER**

64. WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this court site Defendants to appear and answer herein and that Plaintiff has judgment taken against Defendants and recovers from Defendants all damages allowed by law, and that Plaintiff be awarded attorneys' fees for trial and any appeal of this case, for pre-judgment and post judgment interest as allowed by law, costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff is justly entitled.

Respectfully submitted,

THE POTTS LAW FIRM, LLP

By: /s/ Matthew J. Worrall

**Matthew J. Worrall**

SBN: 24070883

**William H. Barfield**

SBN: 24031725

**Andrew A. Woellner**

SBN: 24060850

100 Waugh Drive, Suite 350

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[wbarfield@potts-law.com](mailto:wbarfield@potts-law.com)

[awoellner@potts-law.com](mailto:awoellner@potts-law.com)

ATTORNEYS FOR PLAINTIFF

## CIVIL CASE INFORMATION SHEET

16-DCV-229825

Fort Bend County - 240th Judicial District

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

Fort Bend County, Texas

Debra Elizondo

STYLED Alicia Fortes v. Allstate Vehicle and Property Insurance Company and Mollie Zamora

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

<b>1. Contact information for person completing case information sheet:</b> Name: Matthew J. Worrall Email: mworrall@potts-law.com Address: 100 Waugh Drive, Suite 350 Telephone: 713-963-8881 City/State/Zip: Houston, Texas 77007 Fax: 713-574-2938 Signature: <i>Matthew J. Worrall</i> State Bar No: 24070883		<b>Names of parties in case:</b> Plaintiff(s)/Petitioner(s): Alicia Fortes Defendant(s)/Respondent(s): Allstate Vehicle and Property Insurance Company and Mollie Zamora [Attach additional page as necessary to list all parties]		<b>Person or entity completing sheet is:</b> <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: Additional Parties in Child Support Case: Custodial Parent: Non-Custodial Parent: Presumed Father:					
<b>2. Indicate case type, or identify the most important issue in the case (select only 1):</b>									
<b>Civil</b>			<b>Family Law</b>						
<b>Contract</b> <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <b>Foreclosure</b> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:		<b>Injury or Damage</b> <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <b>Malpractice</b> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <b>Product Liability</b> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:		<b>Real Property</b> <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Prespass to Try Title <input type="checkbox"/> Other Property <b>Related to Criminal Matters</b> <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:		<b>Marriage Relationship</b> <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <b>Divorce</b> <input type="checkbox"/> With Children <input type="checkbox"/> No Children <b>Other Family Law</b> <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:		<b>Post-judgment Actions (non-Title IV-D)</b> <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other <b>Title IV-D</b> <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order <b>Parent-Child Relationship</b> <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input checked="" type="checkbox"/> Other Parent-Child:	
<b>Employment</b> <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		<b>Other Civil</b> <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:							
<b>Tax</b> <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		<b>Probate &amp; Mental Health</b> <b>Probate/Wills/Intestate Administration</b> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:							
<b>3. Indicate procedure or remedy, if applicable (may select more than 1):</b>									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
<b>4. Indicate damages sought (do not select if it is a family law case):</b> <input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									



**ANNIE REBECCA ELLIOTT**  
**Fort Bend County District Clerk**  
**301 Jackson, Richmond, TX 77469**

**REQUEST FOR PROCESS**

All sections must be completed for processing this request.

Section 1:

Cause No. **16-DCV-229825**

Date \_\_\_\_\_

Style:

Alicia Fortes

VS

Allstate Vehicle and Property Insurance Company and Mollie Zamora

Section 2:

**Check Process Type:**

Fort Bend County - 240th Judicial District Court

☒ Citation ☐ Precept to Serve / Notice of Hearing ☐ Temporary Restraining Order

☐ Application for Protective Order / Temporary (Ex Parte) Protective Order

☐ Notice of Registration of Foreign Judgment ☐ Citation by Posting

☐ Writ of \_\_\_\_\_ ☐ Other \_\_\_\_\_

☐ Citation by Publication\* - Newspaper: \_\_\_\_\_

\* (All publications are sent to: Fort Bend Independent, P.O. Box 623, (12551 Emily Court) • Sugar Land, Texas 77487)

\* (Unless another newspaper is specified – FBC Constable will only serve within their jurisdiction.)

**APPLICATION FOR ISSUANCE OF SUBPOENA MUST BE SUBMITTED ON A SEPARATE FORM**

Section 3:

**Title of Document/Pleading to be attached for service:** Original Petition

**Note: You must furnish one copy of the document/pleading for each party served.**

Section 4: **PARTIES TO BE SERVED** (Please type or print):

1. Name: Allstate Vehicle and Property Insurance Company

Address: c/o C T Corporation, 1999 Bryan Street, Suite 900

City: Dallas State: Texas Zip: 75201-3136

2. Name: Mollie Zamora

Address: PO Box 672041

City: Dallas State: TX Zip: 75267

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Section 5

**Check Service Type:**

- |  |   |
|--|---|
| <input type="checkbox"/> No Service                | <input type="checkbox"/> Secretary of State               |
| <input type="checkbox"/> Sheriff                   | <input type="checkbox"/> Commissioner of Insurance        |
| <input type="checkbox"/> Constable Pct. _____      | <input type="checkbox"/> Out of County                    |
| <input type="checkbox"/> Out of State              | <input type="checkbox"/> Private Process                  |
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Registered Mail (Out of Country) |

## Section 6 (ONLY if Section 7 does not apply)

**Attorney Name:** Matthew J. Worrall

Address: 100 Waugh Drive, Suite 350

Houston

City

Street/P.O. Box  
Texas

State

77007

Zip

Attorney's Telephone No. 713-963-8881

Attorney's Bar No. 24070883

## Section 7 (ONLY if Section 6 does not apply)

**Pro-Se Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Street/P.O. Box

City

State

Zip

Telephone No. \_\_\_\_\_

## Section 8

**Check Delivery Type:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Hold for pick up | <input type="checkbox"/> Mail to Attorney | <input type="checkbox"/> Mail to Pro-Se Party |
|---|---|---|

**SERVICE FEE COLLECTED  
BY DISTRICT CLERK**

**THE STATE OF TEXAS**

**CITATION**

**TO: ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY  
REGISTERED AGENT C T CORPORATION  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201-3136**

**NOTICE:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION** filed on **FEBRUARY 08, 2016**, a default judgment may be taken against you. Said answer may be filed by mailing to the District Clerk's Office at 301 Jackson Street, Richmond, Texas 77469, or by bringing said answer to the physical address at 1422 Eugene Heimann Circle, Richmond, Texas 77469. We are located on the first floor of the Courthouse building.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas, and was filed on **FEBRUARY 08, 2016**. It bears cause number **16-DCV-229825** and is styled:

**ALICIA FORTES VS ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY AND MOLLIE ZAMORA**

The name and address of the attorney for **PLAINTIFF OR PETITIONER** is:

**MATTHEW J. WORRALL  
THE POTTS LAW FIRM LLP  
100 WAUGH DRIVE SUITE 350  
HOUSTON TX 77007  
713-963-8881**

The nature of the demands of said **PLAINTIFF OR PETITIONER** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 17th day of February, 2016.**

DISTRICT CLERK ANNIE REBECCA ELLIOTT  
Fort Bend County, Texas

By:

Deputy District Clerk DEBRA ELIZONDO  
Telephone: (281) 344-3959



16-DCV-229825  
ISSU  
Issuance  
A020936

**ORIGINAL**





16-DCV-229825

Alicia Fortes vs Allstate Vehicle and Property Insurance Company and Mollie Zamora

240th Judicial District Court

**CERTIFICATE OF DELIVERY BY CERTIFIED MAIL**

Came to hand on the 8th day of February, 2016 at 2: 51 p.m. o'clock and executed at REGISTERED AGENT C T CORPORATION 1999 BRYAN STREET SUITE 900 DALLAS TX 75201-3136, on the February 17, 2016, by delivering to the within named ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY by registered or certified mail, with delivery - restricted to addressee only, return receipt requested, a true copy of this citation together with the accompanying copy of the petition were attached thereto.

Fee..... \$8.00 Issuance + \$80.00 Service = \$88.00

CMRRR# 9414 7266 9904 2957 5309 32

**FILED**

FEB 17 2016

AT

*Debra Elizondo*  
Clerk District Court, Fort Bend Co., TX  
Debra Elizondo

DISTRICT CLERK ANNIE REEDCONE  
Fort Bend County, Texas

By:

*Debra Elizondo*  
Deputy District Clerk Debra Elizondo

**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.**

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement.

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_  
(First, Middle, Last)

\_\_\_\_\_, and my address is \_\_\_\_\_  
(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_

on the day of \_\_\_\_\_

\_\_\_\_\_  
Declarant / Authorized Process Server

(Id # & expiration of certification)

**ORIGINAL**

Citation (By Certified Mail) issued to Allstate Vehicle and Property Insurance Company on 2/17/2016.

9404 7266 9904 2957 5309 32

16-DCV-229825 ISSU Issuance 4029889		Postage	\$ 2.30	DC
Domestic Mail Only No Insurance Coverage Provided		Certified Fee	3.45	
Restricted Delivery Fee (Endorsement Required)		Receipt Fee (If Required)	2.80	
Total Postage & Fees		\$ 8.55		

Sent To:

ALLSTATE VEHICLE & PROPERTY  
INSURANCE COMPANY  
C/O C T CORPORATION  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201-3136

2016 FEB 22 AM 10:55

RICHMOND TX 77469  
Postmark  
FEB 23 2016

CLERK DISTRICT COURT  
FORT BEND CO. TX

Silvia Guevara

PS Form 3800, December 2014 US Postal Service® 104 Certified Mail® Receipt 2

16-DCV-229825 240TH CIT ALLSTATE LH



**Certified Mail® Provides:**

- A mailing receipt
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- A signature upon delivery
- A record of delivery kept by the Postal Service™ for two years

**Important Reminders:**

- Certified Mail® may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail® is not available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail®. For valuables, please consider Insured or Registered Mail™.
- For an additional fee, Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please attach and file a Return Receipt (PS Form 3811) to the article and self-addressed envelope to return the fee. Endorse envelope: Return Receipt Requested. To receive a duplicate of a duplicate return receipt, a USPS® postmark on your Certified Mail® article is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail® receipt is delayed, please present the article at the post office for postmarking. If a postmark on the Certified Mail® receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry.

PS Form 3800, December 2014 (Reverse)

2. 16-DCV-229825

ISSU

Issuance

4044011



9414 7265 9904 2957 5309 32

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee)

☒ Yes

1. Article Addressed to:

ALLSTATE VEHICLE & PROPERTY  
INSURANCE COMPANY  
C/O C. T. CORPORATION  
1999 BRYAN STREET SUITE 900  
DALLAS TX 75201-3136

## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

FEB 23 2016

X

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

2016 FEB 29 04:11:15

CLERK DISTRICT COURT  
FORT BEND CO. TX

Silvia Guevara

PS Form 3811, December 2014

Domestic Return Receipt

16-DCV-229825 240TH CIT ALLSTATE LH

UNITED STATES POSTAL SERVICE®



First-Class Mail®  
Postage & Fees Paid  
USPS®  
Permit No. G-10

• Print your name, address and ZIP+4® below •

ANNE REBECCA ELLIOTT  
FORT BEND COUNTY DISTRICT CLERK  
301 JACKSON  
RICHMOND TX 77469-3108



SERVICE FEE COLLECTED  
BY DISTRICT CLERK

THE STATE OF TEXAS

CITATION

TO: **MOLLIE ZAMORA**  
**PO BOX 672041**  
**DALLAS TX 75267**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION** filed on **FEBRUARY 08, 2016**, a default judgment may be taken against you. Said answer may be filed by mailing to the District Clerk's Office at 301 Jackson Street, Richmond, Texas 77469, or by bringing said answer to the physical address at 1422 Eugene Heimann Circle, Richmond, Texas 77469. We are located on the first floor of the Courthouse building.

The case is presently pending before the **240TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas, and was filed on **FEBRUARY 08, 2016**. It bears cause number **16-DCV-229825** and is styled:

**ALICIA FORTES VS ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY AND MOLLIE ZAMORA**

The name and address of the attorney for **PLAINTIFF OR PETITIONER** is:

**MATTHEW J. WORRALL**  
**THE POTTS LAW FIRM LLP**  
**100 WAUGH DRIVE SUITE 350**  
**HOUSTON TX 77007**  
**713-963-8881**

The nature of the demands of said **PLAINTIFF OR PETITIONER** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, on this the 17th day of February, 2016.

DISTRICT CLERK ANNIE REBECCA B...  
Fort Bend County, Texas

By: 

Deputy District Clerk **DEBRA ELIZONDO**  
Telephone: (281) 344-3959



16-DCV-229825  
ISSU  
Issuance  
4020938



ORIGINAL

16-DCV-229825

Alicia Fortes vs Allstate Vehicle and Property Insurance Company and Mollie Zamora

240th Judicial District Court

**CERTIFICATE OF DELIVERY BY CERTIFIED MAIL**

Came to hand on the 8th day of February, 2016 at 2: 51 p.m. o'clock and executed at PO BOX 672041 DALLAS TX 75267, on the February 17, 2016, by delivering to the within named MOLLIE ZAMORA by registered or certified mail, with delivery - restricted to addressee only, return receipt requested, a true copy of this citation together with the accompanying copy of the petition were attached thereto.

Fee..... \$8.00 Issuance + \$80.00 Service = \$88.00

CMRRR# 9414 7266 9904 2957 5309 49

**FILED**

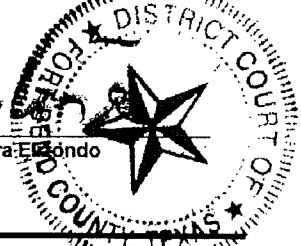
FEB 17 2016

AT 12:00 P.M.

*Annie Rebecca Elliott*  
Clerk District Court, Fort Bend Co., TX  
Debra Elizondo

DISTRICT CLERK ANNIE REBECCA ELLIOTT  
Fort Bend County, Texas

By *Debra Elizondo*  
Deputy District Clerk Debra Elizondo



**COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT:**

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is \_\_\_\_\_, my date of birth is \_\_\_\_\_  
(First, Middle, Last)

\_\_\_\_\_, and my address is \_\_\_\_\_  
(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_

on the day of \_\_\_\_\_

Declarant / Authorized Process Server

(Id # & expiration of certification)

**ORIGINAL**

Citation (By Certified Mail) issued to Mollie Zamora on 2/17/2016.

9414 7266 9904 2557 5309 49

16-DCV-229825  
ISSU  
Insurance  
4029861



Domestic Mail Only  
No Insurance  
Coverage Provided

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

Postage

Certified Fee

Receipt Fee  
(Payment Required)

\$ 2.30

3.45

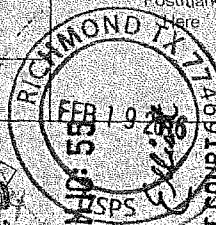
2.80

5.15

\$ 13.70

DC

Postmark  
Here



Sent To:

HOLLIE ZAMORA  
PO BOX 672041  
DALLAS TX 75267

RECEIVED  
FEB 22 2016  
FEB 22 2016

2016 FEB 22 AM 10:55  
CLERK DISTRICT COURT  
FORT BEND CO. TX  
Silvia Guevara

Silvia Guevara

PS Form 3800, December 2014

US Postal Service®

Certified Mail Receipt

16-DCV-229825 240TH CIT M ZAMORA LH

**Certified Mail<sup>®</sup> Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service<sup>™</sup> for two years

**Important Reminders:**

- Certified Mail<sup>®</sup> may ONLY be combined with First-Class Mail<sup>®</sup> or Priority Mail<sup>®</sup>.
- Certified Mail<sup>®</sup> is not available for airmail or international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail<sup>®</sup>. For valuables, please consider insuring at your local post office.
- For an additional fee, Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable fee(s) to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a duplicate of a duplicate return receipt, a USPS<sup>®</sup> postmark on your Certified Mail<sup>®</sup> receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with endorsement "Restricted Delivery".
- If a postmark on the Certified Mail<sup>®</sup> receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail<sup>®</sup> receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT:** Save this receipt and present it when making an inquiry.

PS Form 3800, December 2014 (Reverse)



2. 16-DCV-229825  
ISSU  
Insurance  
4044014

9414 7266 9904 8957 5209 48

3. Service Type **CERTIFIED MAIL®**

4. Restricted Delivery? (Extra Fee) ☒ Yes

1. Article Addressed to:

WILLIE ZAMORA  
PO BOX 57041  
DALLAS TX 75267

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) **Jim Jeffery**

B. Date of Delivery **FEB 24 2016**

C. Signature **Jim Jeffery**

☒ Agent  
☐ Addressee

D. Is delivery address different from item 1? ☐ Yes  
☒ No

If YES, enter delivery address below

**FILED**  
**SIX FEB 23 AM 11:15**  
**CLERK DISTRICT COURT**  
**FORT BEND CO TX**  
**Silvia Guevara**

PS Form 3811, December 2014  
16-DCV-229825 240TH CIT. W. ZAMORA LH

Domestic Return Receipt



UNITED STATES POSTAL SERVICE®



First-Class Mail®  
Postage & Fees Paid  
USPS®  
Permit No. G-10

• Print your name, address and ZIP+4® below •

•••••  
ANNIE REBECCA ELLIOTT  
FORT BEND COUNTY DISTRICT CLERK  
301 JACKSON  
RICHMOND TX 77469-3108

CAUSE NO. 16-DCV-229825

ALICIA FORTES,

*Plaintiff,*

v.

ALLSTATE VEHICLE AND PROPERTY  
INSURANCE COMPANY and MOLLIE  
ZAMORA,*Defendants.*

§  
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§  
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§

IN THE DISTRICT COURT OF

FORT BEND COUNTY, TEXAS

240th JUDICIAL DISTRICT

**DEFENDANT ALLSTATE VEHICLE AND PROPERTY  
INSURANCE COMPANY AND MOLLIE ZAMORA'S ORIGINAL ANSWER**

TO THE HONORABLE JUDGE OF SAID COURT:

Defendant ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY and MOLLIE ZAMORA (collectively, "Defendants") file this Original Answer to Plaintiff's Original Petition and would respectfully show to the Court the following:

**I.****ORIGINAL ANSWER**

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, Defendants generally denies each and every, all and singular, allegation contained within Plaintiff's Original Petition, and demands strict proof then by a preponderance of the credible evidence in accordance with the Constitution and laws of the State of Texas.

**II.****PRAYER**

Defendants Allstate Vehicle and Property Insurance Company and Mollie Zamora pray that upon final trial and hearing hereof, Plaintiff's recovers nothing from Defendants, but Defendants goes from here without delay and recovers costs of court and other such further relief, both general and special, to which Defendants may be justly entitled.

Respectfully submitted,

/s/ Roger D. Higgins

Roger D. Higgins  
State Bar No. 09601500  
John B. Reyna  
State Bar No. 24098318  
THOMPSON, COE, COUSINS & IRONS, L.L.P.  
700 N. Pearl Street, 25<sup>th</sup> Floor  
Dallas, Texas 75201  
Telephone: (214) 871-8200  
Telecopy: (214) 871-8209  
Email: [rhiggins@thompsoncoe.com](mailto:rhiggins@thompsoncoe.com)  
Email: [jreyna@thompsoncoe.com](mailto:jreyna@thompsoncoe.com)

**ATTORNEYS FOR DEFENDANT ALLSTATE  
VEHICLE AND PROPERTY INSURANCE  
COMPANY AND MOLLIE ZAMORA**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served by electronic file notification and/or facsimile to the following counsel on March 18, 2016:

Matthew J. Worrall  
William H. Barfield  
Andrew A. Woellner  
100 Waugh Drive, Suite 350  
Houston, Texas 77007  
Telephone: (713) 963-8881  
Facsimile: (713) 574-2938  
Email: [mworrall@potts-law.com](mailto:mworral@potts-law.com)  
Email: [wbarfield@potts-law.com](mailto:wbarfield@potts-law.com)  
Email: [awoellner@potts-law.com](mailto:awoellner@potts-law.com)

**ATTORNEYS FOR PLAINTIFF**

/s/ John B. Reyna

John B. Reyna